



CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

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"To Enrich Lives Through Effective And Caring Service"

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE AND APPROVAL OF ESTIMATED FISCAL YEAR (FY) 2006-07
WORKFORCE INVESTMENT ACT (WIA) ADULT AND DISLOCATED WORKER
PROGRAM FUNDS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept up to \$20,538,226 in FY 2006-07 Workforce Investment Act (WIA) Adult and Dislocated Worker grant funds from the State Employment Development Department (EDD) and to execute all required documents with EDD for the provision of WIA job-related employment, placement, and training services to the residents of Los Angeles County.
2. Authorize the Director of CSS, or designee, to accept funding augmentations or reductions from EDD, up to 20% of the original allocation, provided that CSS notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten working days of acceptance of funds.
3. Authorize funding in the amount of \$374,608 for the City of Paramount under the WIA Title I Adult and Dislocated Worker Program grant, and in accordance with the Regional Workforce Group (RWG) Agreement previously approved and entered into by your Board, effective June 15, 2004, with the Southeast Area Social Services Funding Authority (SASSFA). SASSFA and the City of Paramount have entered into an Memorandum of Understanding (MOU) for services to be provided for the City of Paramount by SASSFA. The Los Angeles County Workforce Investment Board (WIB) has approved this recommendation.
4. Delegate authority to the Director of CSS, or designee, to negotiate and execute contracts, in substantially similar form to Attachment A, with the 12 WorkSource

Centers and the three (3) Workforce Investment Boards (WIBs), listed in Attachments B and C, in the total amount of \$20,538,226, as indicated in Attachments B and C, for the provision of WIA employment and training programs, after County Counsel approval as to form, effective July 1, 2006 through June 30, 2007. The contract costs are fully financed using WIA Adult and Dislocated Worker funding.

5. Delegate authority to the Director of CSS, or designee, to enter into WIA subgrant agreements, in substantially similar form to Attachment D, after County Counsel approval as to form, with the five (5) RWGs listed in Attachments B and C and for the total amount of \$9,345,928, effective July 1, 2006 through June 30, 2007, as delineated in the WIA RWG Agreement with the County. These subgrant agreements are consistent with the RWG agreements previously approved by your Board on June 15, 2004.
6. Delegate authority to the Director of CSS, or designee, to terminate the RWG Agreement with the City of Compton – Careerlink Worksource Center for convenience, in accordance with the RWG agreement previously approved by your Board on June 15, 2004.
7. Delegate authority to the Director of CSS, or designee, to negotiate and execute contract and/or RWG subgrant amendments to increase or decrease contract amounts based on contractor performance and availability of funding, and/or increase the term of the contract, after County Counsel approval as to form, provided that: (a) the amount of change does not exceed 20% of the original contract/subgrant amount; (b) approval of County Counsel and the CAO are obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action would assure full expenditures of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County of Los Angeles has been designated by the State as a Local Workforce Investment Area (LWIA) for the purpose of administering WIA programs.

For FY 2006-07, the County of Los Angeles anticipates an award of \$20,538,226 in WIA Adult and Dislocated Worker grant funds. The recommended actions will provide CSS with the authority to accept FY 2006-07 WIA Adult and Dislocated Worker Program funding, and to execute contracts for the provision of services to continue the WIA Adult and Worker Dislocated Worker Programs in FY 2006-07.

In addition, the recommended action will enable SASSFA to provide WIA Adult and Dislocated Worker services for the City of Paramount in FY 2006-07 in accordance with the RWG Agreement.

Finally, the recommended actions will enable the County to terminate its legal relationship with the City of Compton-Careerlink Worksource Center in the event this agency is unable to provide an adequate corrective action plan and make substantial progress resolving its ongoing financial and programmatic issues by January 2007. The notice period to terminate for convenience under the RWG Agreement is one year. Therefore, should it be necessary, the Agreement would terminate on June 30, 2007. CSS will evaluate the agency's progress in January 2007, and if necessary, will notify the Board in writing its intent to move forward with the termination of this contract, and take all necessary action to avoid a break in service.

Implementation of Strategic Plan Goals

The recommended actions support the County-wide Strategic Plan Goal 1: Service Excellence.

Performance Measures

Performance evaluations are based on the measures established by WIA and are aligned with the County's Performance Counts! Initiative.

The two performance outcomes to be tracked are: 1) unsubsidized placement into employment and 2) job retention.

FISCAL IMPACT/FINANCING

The cost of the WIA Adult and Dislocated Worker Program is projected at \$20,538,226 and is fully financed using the WIA Adult and Dislocated Worker Program funds. Funding for the program will be distributed as follows:

FUNDING	ADULT	DISLOCATED WORKER	TOTAL
WorkSource Centers/ WIA Service Providers (includes RWGs and WIBs)	\$8,191,296	\$8,847,270	\$17,038,566
Business Outreach and Job Development	21,000	20,000	41,000
CSS MIS	79,000	77,000	156,000
Auditor-Controller (A-C) Monitoring	225,000	220,000	445,000
Technology (Website/Call Center/COGNOS) – ISD	59,000	57,000	116,000
City of Hawthorne for South Bay WIB Intrastate Training Resource and Information Network (I-TRAIN) Certification	37,500	37,500	75,000

Avalon Rent Facilities Costs	262,330	262,330	524,660
CSS Administration	1,084,100	1,057,900	2,142,000
Grand Total	\$9,959,226	\$10,579,000	\$20,538,226

There is no impact on the County general fund and funding has been included in the department's FY 2006-07 Proposed Budget.

WorkSource Centers/WIA Service Providers

A total of \$17,038,566 (83%) will be allocated to contracted WorkSource Centers and WIBs (\$9,345,928 for RWGs and \$7,692,638 for WorkSource Centers and WIBs) that are the communities' key entries to WIA services.

Business Outreach/Job Development

A total of \$41,000 (0.2%) will be allocated to Business Outreach and Job Development (BO/JD) to contract with two consultants recommended for funding under the WIA Business Services/Job Development Board letter filed with your Board on June 8, 2006.

CSS MIS

A total of \$156,000 (0.8%) will be used to cover costs incurred by MIS staff for the compilation of client data for the WIB relative to the analysis of contractor reporting and performance. This data includes individual activities a client is involved in such as job training and classroom remediation as well as client demographic information and client outcome tracking. Information maintained by the MIS staff is used to calculate and report the Performance Counts! data to management, the WIB, and Board of Supervisors.

Auditor-Controller Monitoring

A total of \$445,000 (2%) will be used for the FY 2006-07 monitoring costs of CSS WIA programs by the Auditor-Controller as approved by the Board of Supervisors.

Technology (Website/Call Center/COGNOS)

A total of \$116,000 (0.6%) will be used to cover the costs of the maintenance of the WorkSource California website for the WIA programs to provide information to business services and job seekers and for the staffing costs of the call center used by job seekers as a referral to the WorkSource Centers for direct job-related services. CSS will utilize COGNOS, which is procured through the Internal Services Department. COGNOS is a reporting system that processes data to create reports on performance, evaluations and contract management.

City of Hawthorne for South Bay WIB I-TRAIN Certification

A total of \$75,000 (0.4%) will be used to cover the costs associated with the purchase order between the City of Hawthorne, on behalf of the South Bay WIB, and the County to procure qualified vendors for individual referrals to classroom training in support of the State-required Eligible Training Provider List (ETPL) through Internal Services Department (ISD).

LA Urban League South Central (Avalon) Rent Facilities

A total of \$524,660 (3%) will be used for the purpose of covering facilities (lease) costs for the operation of the WorkSource Center located at 12700 S. Avalon Blvd. in Los Angeles in the Second Supervisorial District. The WorkSource Center operates in a facility leased by the County of Los Angeles under a ten-year lease agreement. The Los Angeles Urban League operates this WorkSource Center.

CSS Administration

A total of \$2,142,000 (10%) will be used for administrative cost consistent with WIA federal and state regulations, which allow for salaries, employee benefits, services and supplies, and indirect costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WorkSource Centers

The WorkSource Centers provide mandated services including Core, Intensive and Training. Core services are available to a universal population and include, but are not limited to: comprehensive counseling, assisted job search, program eligibility determination, and referral information. Provision of Intensive services include comprehensive and specialized assessment of skill levels and service needs, diagnostic testing, in-depth interviewing and evaluation to identify employment barriers, development of an individual employment plan, group counseling, individual counseling and career planning, case management and short-term pre-vocational services. Training services are available for low-income or dislocated workers that qualify under WIA for training and have not attained employment through Core or Intensive services. WorkSource Center funding is based on availability of funding and a formula of need in the service communities. The continuation of the WorkSource Centers' delivery concept ensures that the County WIA meets the requirements of WIA.

RWGs

The RWGs consist of one municipality and four joint powers authorities, in one case with member cities, established by various cities within Los Angeles County. These RWGs operate WorkSource Centers, which were grandfathered into the Local

Workforce Investment Area (LWIA) by the Workforce Investment Board (WIB) in accordance with WIA, which allows the local board (WIB), chief elected official (Board of Supervisors) and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of WIA.

On June 15, 2004, your Board approved the RWG Agreement, a non-financial agreement between the RWGs, the WIB, and the County, which provides that an annual subgrant of WIA funds will be awarded to each RWG pursuant to the same funding formula through which the State allocates funding to the County. The five RWGs being recommended for funding serve all five Supervisorial Districts.

City of Paramount

On August 17, 2004, Supervisor Knabe made a motion to the Board of Supervisors, later approved by the WIB, which requested SASSFA to provide WIA services to the City of Paramount. As a result, the funds for the City of Paramount were held in abeyance until a contractual agreement was finalized between SASSFA and CSS. In March 2005, with the concurrence of the WIB, SASSFA opened a satellite office in the City of Paramount to provide WIA services to the community. The City of Paramount has since entered into a MOU with SASSFA to continue services to its residents in accordance with the RWG Agreement between the County, the WIB, and SASSFA. Through this action, SASSFA will receive FY 2006-07 WIA Youth grant funding for the provision of services in the City of Paramount in accordance with the RWG Agreement.

City of Compton – Careerlink Worksource Center

As of the submission of this Board recommendation, the City of Compton – CareerLink Worksource Center (an RWG) has various unresolved fiscal, programmatic and performance issues. In the event that City of Compton is unable to provide a comprehensive corrective action plan as directed by the County and make substantial progress towards the resolution of these issues by January 2007, CSS seeks authority to terminate the governing RWG Agreement under the "termination for convenience" clause contained in that Agreement. Since the notice period for termination for convenience of the RWG Agreement is 12 months, the termination will be effective June 30, 2007. CSS notified the WIB of this requested action at its June 8, 2006 meeting.

CONTRACTING PROCESS

The WIB grandfathered all existing WorkSource Centers into the LWIA in accordance with the WIA, which allows the local board (WIB), chief elected official (Board of Supervisors) and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of WIA; with the exception of the Arbor Education and Training/East Los Angeles WorkSource Center and the Los Angeles Urban League-South Central WorkSource Center which were awarded pursuant to a Request for Proposal process, which was submitted as part of the local

Five-Year Plan (as required by the WIA) and approved by the WIB, Board of Supervisors and the Governor of the State of California.

The RWGs will be awarded subgrant agreements in accordance with the RWG Agreement that was approved by your Board on June 15, 2004.

Monitoring Requirement

Beginning with FY 2003-04, CSS contracted with the Auditor-Controller's office to conduct fiscal and contract compliance monitoring of all of its contractors within the Workforce Development Branch. CSS is responsible for ensuring, through its resolution process that the reported monitoring findings are resolved and training is provided to our contractors, if necessary, and/or program policies are developed.

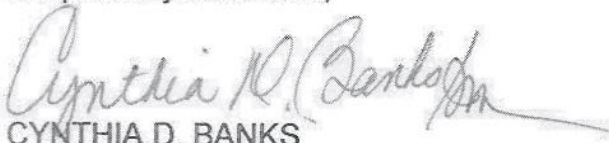
Attachment E provides information about each contractor's status with regard to minority and women-owned business enterprises.

The Los Angeles County WIB has approved these recommendations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued provision of workforce investment services to jobseekers and employers within Los Angeles County.

Respectfully submitted,


CYNTHIA D. BANKS
Director

Attachments (5)

c: David E. Janssen, Chief Administrative Officer
Raymond G. Fortner, Jr., County Counsel
Sachi Hamai, Executive Officer
J. Tyler McCauley, Auditor-Controller

OS:CD:th:ma:jv

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF CONTRACTOR

**WORKFORCE INVESTMENT ACT (WIA)
ADULT AND DISLOCATED PROGRAMS
(Services)**

Department of Community and Senior Services (DCSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

Month, Year

COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) ADULT AND DISLOCATED SERVICES
CONTRACT

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EXHIBIT B: Statement of Work

EXHIBIT C (A): WIA Adult Budget
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EXHIBIT D (A): Performance Requirements Summary/Matrices
EXHIBIT D (DW): Performance Requirements Summary/Matrices

EXHIBIT E: ATTACHMENTS

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Attachment II	COUNTY'S Administration
Attachment III	Charitable Contributions Certification
Attachment IV	Internal Revenue Notice 1015
Attachment V	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI	Safely Surrendered Baby Law Fact Sheet
Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment IX	CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI	User Complaint Report (UCR)
Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

Attachment XV Program Purchase Inventory

Attachment XVI Inventory Control Form

Attachment XVII Inventory Disposal and Salvage Policies and Procedures

Contract Number: _____

**COUNTY OF LOS ANGELES
WORKFORCE INVESTMENT ACT
ADULT AND DISLOCATED PROGRAMS**

This Contract is made and entered into this **1st** day of **July 2006**, by and between the County of Los Angeles (hereinafter referred to as "COUNTY") and **NAME OF CONTRACTOR**, located at **ADDRESS OF CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the Workforce Investment Act of 1998, as defined by Public Law 105-220 (hereinafter referred to as "WIA"), provides federal funds to the County of Los Angeles to implement the Workforce Investment Act Adult and Dislocated Worker Program (hereinafter referred to as "Program"); and

WHEREAS, on July 1, 2006, the COUNTY and the State of California Employment Development Department became parties to a Workforce Investment Act Subgrant Agreement (hereinafter referred to as "WIA Subgrant"), pursuant to Public Law 105-220, to provide WIA job-related employment, placement, and training services in furtherance of WIA; and

WHEREAS, in accordance with WIA, the COUNTY has established and maintains a Workforce Investment Board (hereinafter referred to as the "WIB") to provide policy guidance and oversight with respect to activities under the job training plan for the COUNTY, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter referred to as the "Board of Supervisors," and also known as Chief Local Elected Official - CLEO); and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with the CONTRACTOR for the purpose of providing workforce readiness, job training, job search, and job placement services to residents of Los Angeles County; and

WHEREAS, CONTRACTOR desires to participate in said program and has warranted its qualification to provide services set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 6.0, "Budget Amendment" and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Mandated Program Requirements, Statement of Work according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement

Attachment IX.	CONTRACTOR'S Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Funding Disclosure
Attachment XIV.	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV.	Program Purchase Inventory
Attachment XVI.	Inventory Control Form
Attachment XVII.	Inventory Disposal and Salvage Policies and Procedures

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-1.
- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A, Mandated Program Requirements, and Exhibit A-1, Statement of Work.
- C. "COUNTY's Contracts Management Manager" (CMM): COUNTY representative responsible for daily management of programmatic operations.
- D. "COUNTY's Contracts Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- E. "Day" or "Days": Calendar day(s) unless otherwise specified.

- F. "DCSS": COUNTY's Department of Community and Senior Services
- G. "Director": COUNTY's Director of Community and Senior Services or her authorized designee.
- H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The work to be performed by CONTRACTOR as defined in Exhibit A, Mandated Program Requirements, and Exhibit A-1, Statement of Work.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM AND TERMINATION

- 2.1 The term of this Contract shall commence on July 1, 2006 and shall continue through June 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of County's Chief Administrative Office (CAO) is obtained prior to any such extension.
- 2.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.

3.0 CONTRACT SUM

- 3.1 COUNTY and CONTRACTOR agree that this is a **fee for services Contract based on a firm fixed price**. During the term of this Contract, COUNTY shall compensate CONTRACTOR on a fee for services basis for supplying the services set forth in Exhibit A, Mandated Program Requirements at the rate of compensation set forth in Exhibit A-1, Statement of Work.
- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of

same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 3.3 The total amount payable under this Contract is (enter alpha dollar amount. For example: "One Million, Five Hundred Ninety Thousand, Six Hundred Thirty-Two" Dollars \$(enter numerical dollar amount. For example: "1,590,632")), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the contract years shall not exceed (enter alpha dollar amount. For example: "Four Million, Seven Hundred Seventy One Thousand, Eight Hundred Ninety-Six" Dollars \$(enter numerical dollar amount. For example: "4,771,896")), hereinafter referred to as "Maximum Annual Contract Sum".
- 3.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 6.0, Notices, of this Contract.
- 3.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 6.0, Budget Amendment, hereof, CONTRACTOR shall prepare and submit an amended Budget.

- 3.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Community and Senior Services
Contracts Management Division
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
 - 4.1.1.2 Clearly evidence all coverage required in this Contract;
 - 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- 4.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 4.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 4.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 4.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 4.1.6.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 4.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's **Contract Compliance Manager**.

4.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

4.1.7 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

4.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

4.2 Insurance Coverage Requirements:

4.2.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

4.2.2 Automobile Liability insurance written on Insurance Service Organization (ISO) policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

4.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's

employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 4.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

5.0 INVOICES AND PAYMENTS

- 5.1 The CONTRACTOR shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR'S payments shall be as provided in Exhibit A-4, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.
- 5.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit A-4, Pricing Schedule.
- 5.3 The CONTRACTOR's invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, and Exhibit A-1, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10th calendar day of the month following the month of service, an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of

the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 5.5 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

- 5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Contract Management Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.
- 5.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and Contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Finance Officer, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.12 For work performed in accordance with the terms of this Contract as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit A-2, Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).
- 5.13 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit A-2, Budget.
- 5.14 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management

and Budget (OMB) Circular, (enter the appropriate Circular Number) CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.15 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.16 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.17 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.18 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.19 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, **ENTER APPROPRIATE CIRCULAR NUMBER** CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.20 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) Days of the last day of the previous month but may be received later than thirty (30) Days at COUNTY's sole discretion, as long as sufficient funds remain

available under this Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit A-2, Budget.

CONTRACTOR shall submit the original monthly invoice to
County of Los Angeles
Department of Community and Senior Services
Attention: Program Accounting
3175 West Sixth Street, Box 11
Los Angeles, California 90020

- 5.21 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.22 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.23 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.24 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

6.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachments I – County's Administration and II – CONTRACTOR's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The

(Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- 7.2 The CONTRACTOR shall notify the COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the COUNTY'S approval.
- 7.3 Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in the Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the COUNTY and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the COUNTY and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

- 7.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment IX, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 7.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.6 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment XIV, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment XIV, CONTRACTOR's Obligations Under HIPAA.

9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
- 9.4.1. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 9.4.2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
- 9.4.3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 9.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

10.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

PART II.
County of Los Angeles Department of Community and Senior Services
STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

- 1.1.1 CONTRACTOR's Program Director is designated in CONTRACTOR's Administration, Attachment I. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.
- 1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's CMM and CCM on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

1.3 CONTRACTOR's Staff Identification

- 1.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 1.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 1.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy

the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

1.4 Background and Security Investigations.

- 1.4.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 1.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 1.4.3 COUNTY may immediately (at the sole discretion of the COUNTY), deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 1.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment II, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's DCSS Director

Responsibilities of the COUNTY's DCSS Director include:

- ensuring that the objectives of this Contract are met;

- making changes in the terms and conditions of this Contract in accordance with Part II, Section 6.0, Budget Amendment; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Contract Management (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of the COUNTY's CMM include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Compliance Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT BY CONTRACTOR

- (a) The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any

claim under this Contract shall be deductible, at the COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

- (b) Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- (c) If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET AMENDMENT

Any amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the COUNTY. No oral conversation between any officer, employee, or agent of the parties shall amend this Contract in any way. COUNTY may make a unilateral amendment to this Contract at any time, if required by federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated, or otherwise reduced, the COUNTY may in its sole discretion, amend the Contract accordingly.

7.0 BUDGET MODIFICATIONS

Any modification of the terms or conditions of this Contract must be by means of a separate written document approved by the COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated, or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

7.1 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of twenty-five percent (25%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the twenty-five percent (25%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Community and Senior Services
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

8.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

9.0 CHILD ABUSE PREVENTION REPORTING

9.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

9.1.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

9.1.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect. We are not sure who establishes the procedure and what do we do in this case. We need clarification whether this should be a standard language.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

10.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

10.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

10.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

11.0 COMPLAINTS

- 11.1** CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Compliance, CONTRACTOR'S grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all compliant/grievances in accordance with its adopted grievance procedures and to provide the COUNTY with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the COUNTY/Program participant grievance procedures.
- 11.2** At COUNTY'S request, CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.2.1 General Grievance Procedures

- (a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the CONTRACTOR wishes to change their user complaint policy, the CONTRACTOR shall submit changes to the COUNTY.

- (c) If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- (d) The CONTRACTOR shall preliminarily investigate all user complaints and notify the COUNTY of the status of the investigation within five (5) business days of receiving the complaint.
- (e) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (f) Copies of all written complaint responses shall be sent to the COUNTY five (5) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- (a) The CONTRACTOR certifies and agrees that it shall fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the COUNTY for which the CONTRACTOR is provided actual or constructive notice. The COUNTY reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable. Additionally, the CONTRACTOR assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.
- (b) The CONTRACTOR certifies and agrees that it shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
 - (1) California Welfare and Institutions Code (WIC);
 - (2) Social Security Act;
 - (3) State Energy and Efficiency Plan (Title 24, California Administrative Code);

- (4) Clean Air Act (Section 306, 42 USC 1857 (h);
- (5) Clean Water Act (Section 508, 33 USC 1368);
- (6) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);
- (7) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
- (8) California Welfare and Institutions (WIC) Code, Division 8.5, Chapters 1 -12, Section 9000 et seq.;
- (9) California Code of Regulations (CCR), Title 22, Division 1.8, Section 7000 et seq.;
- (10) United States (US) Code, Title 42, Chapter 35, Sections 3001 et seq.;
- (11) Code of Federal Regulations (CFR), Title 45, Part 1321, Section 1321 et seq.;
- (12) CFR, Title 20, Part 641

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment VII., Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

14.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment V., and incorporated by reference into and made a part of this Contract.

14.1.1 Written Employee Jury Service Policy

14.1.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a

written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any

time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 14.1.1.4 CONTRACTOR's violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

- 16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not

limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, find in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 20.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit B, Attachment III the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A-1, Statement of Work, and Mandated Program Requirements.
- 22.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

24.0 CRIMINAL CLEARANCES

- 24.1 For the safety and welfare of the people served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the

subcontract and shall maintain such records in the file of each such person.

24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

25.0 DISALLOWED COSTS

The CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay to the COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, and regulations.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently

exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of

discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year, see Attachment XV. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Attachment XVII.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

33.0 INDEPENDENT CONTRACTOR STATUS

- 33.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 33.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 33.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

34.0 LIQUIDATED DAMAGES

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

35.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

36.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county,

municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

37.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 37.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment VII, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.
- 37.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 37.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 37.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

- 37.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 37.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

38.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

39.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

40.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment IV.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify

CONTRACTOR of any Public Records request for items described in Sub-section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:

43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;

43.5.2 Any materials, data and information covered under Sub-section 44.2; and

43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

44.0 PUBLIC RECORDS ACT

44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- ♦ The CONTRACTOR shall develop all publicity material in a professional manner; and
- ♦ During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Subparagraph 45.0 shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the CONTRACTOR or otherwise, then

CONTRACTOR shall file a copy of such audit report with COUNTY's Contract Compliance Manager within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: (a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or (b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

- 48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's

Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

- 49.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit B, Attachment VIII., "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 50.0.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the

CONTRACTOR to meet the required performance schedule. As used in this Sub-section 50.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 50.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 50.0 or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 50.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by

Notice of Termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of

the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, the COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services are changed, the COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to the CONTRACTOR.

57.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCSS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCCS, upon demand by COUNTY.

58.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

59.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 59.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

60.0 WARRANTY AGAINST CONTINGENT FEES

60.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

- 60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Department of Community and Senior Services

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Deputy County Counsel

FY 2006-07 WIA Adult Program Recommended Allocations

Attachment B

WORKFORCE INVESTMENT ACT (WIA) ADULT PROGRAM FUNDING DISTRIBUTION:	Total Available					9,959,226
	I	II	III	IV	V	FY 2006-07 TOTALS
REGIONAL WORKFORCE GROUP (RWG) WORKSOURCE CENTERS (Subgrantees)						
City of Compton - Compton CareerLink		429,294				429,294
Hub Cities Consortium	899,487	282,261				1,181,748
H.S. Consortium of the East San Gabriel Valley dba LA Works	564,603			211,054	439,183	1,214,840
Southeast Area Social Services Funding Authority (SASSFA)	274,204			271,346		545,550
West San Gabriel Valley Consortium dba Career Partners	676,394				368,045	1,044,439
Southeast Area Social Services Funding Authority - Paramount *				215,077		215,077
SUB-TOTAL	2,414,688	711,555		697,477	807,228	4,630,948
WORKSOURCE CENTERS						
Affiliated Computer Services Inc.; pending assignment to Arbor E&T	567,276	-	-	154,907	-	722,183
Antelope Valley Workforce Development Consortium	-	-	-	-	265,689	265,689
City of Palmdale	-	-	-	-	156,263	156,263
Career Planning Center Inc.-WLA; pending assignment to JVS	-		235,494	18,700	-	254,194
Chicana Service Action Center	242,293	-	-	-	-	242,293
El Proyecto Del Barrio	-	-	85,844	-	-	85,844
Goodwill Industries	425,277				24,657	449,934
Jewish Vocational Service (satellite)	-	-	129,882	-	-	129,882
Los Angeles Community College District - LA Mission College	-	-	106,586	-	-	106,586
Los Angeles Urban League - Pomona	286,137	-	-	-	-	286,137
Los Angeles Urban League - South Central	-	602,021	-	-	-	602,021
Managed Care Solutions, Inc. - API Mini-Center					79,743	79,743
SUB-TOTAL	1,520,983	602,021	557,806	173,607	526,352	3,380,769
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita, Torrance Workforce Investment Network	-	19,596	-	566	-	20,162
City of Pasadena - Foothill Workforce Investment Board	-	-	-	-	81,709	81,709
City of Hawthorne for South Bay Workforce Investment Board		72,993		4,715		77,708
SUB-TOTAL		92,589		5,281	81,709	179,579
CONTRACTORS TOTAL	3,935,671	1,406,165	557,806	876,365	1,415,289	8,191,296

FY 2006-07 WIA Adult Program Recommended Allocations

Attachment B

WORKFORCE INVESTMENT ACT (WIA) ADULT PROGRAM FUNDING DISTRIBUTION:					Total Available	9,959,226
	I	II	III	IV	V	FY 2006-07 TOTALS
OTHER CONTRACTOR AND PROGRAM RELATED COST						-
Avalon Facilities Cost (2nd District)						262,330
Technology (IT Maintenance)						59,000
South Bay I-Train Certification						37,500
Auditor Controller Monitoring						21,000
Business Outreach						225,000
CSS MIS						79,000
CSS Administration						1,084,100
	SUB-TOTAL					1,767,930
	GRAND TOTAL					9,959,226

* City of Paramount is not a Regional Workforce Group.

FY 2006-07 WIA Dislocated Program Recommended Allocations

Attachment C

WORKFORCE INVESTMENT ACT (WIA) DISLOCATED PROGRAM FUNDING DISTRIBUTION:	Total Available					10,579,000
	I	II	III	IV	V	FY 2006-07 Totals
REGIONAL WORKFORCE GROUP(RWG) WORKSOURCE CENTERS (Subgrantees)						
City of Compton - Compton CareerLink		371,388				371,388
Hub Cities Consortium	629,651	277,091				906,742
H.S. Consortium of the East San Gabriel Valley dba LA Works	564,536			316,121	886,281	1,766,938
Southeast Area Social Services Funding Authority (SASSFA)	336,142			350,646		686,788
West San Gabriel Valley Consortium dba Career Partners	502,038				321,555	823,593
Southeast Area Social Services Funding Authority - Paramount *				159,531		159,531
SUB-TOTAL	2,032,367	648,479		826,298	1,207,836	4,714,980
WORKSOURCE CENTERS						
Affiliated Computer Services Inc. (ACS); pending assignment to Arbor E&T	407,546			138,445		545,991
Antelope Valley Workforce Development Consortium					443,497	443,497
City of Palmdale					211,505	211,505
Career Planning Center Inc.-WLA; pending assignment to JVS		42,076	149,835	27,561		219,472
Chicana Service Action Center	237,901					237,901
El Proyecto Del Barrio			68,382			68,382
Goodwill Industries	382,969				40,220	423,189
Jewish Vocational Services (satellite)			137,881			137,881
Los Angeles Community College District - LA Mission College			298,312			298,312
Los Angeles Urban League - Pomona	478,667					478,667
Los Angeles Urban League - South Central		709,118				709,118
Managed Care Solutions, Inc. - API Mini-Center					87,331	87,331
SUB-TOTAL	1,507,083	751,194	654,410	166,006	782,553	3,861,246
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita, Torrance Workforce Investment Network				37,527		37,527
City of Pasadena - Foothill Workforce Investment Board					108,365	108,365
City of Hawthorne for South Bay Workforce Investment Board		88,516		36,636		125,152
SUB-TOTAL		88,516		74,163	108,365	271,044
CONTRACTORS TOTALS	3,539,450	1,488,189	654,410	1,066,467	2,098,754	8,847,270
OTHER CONTRACTOR AND PROGRAM RELATED COST						
Avalon Facilities Cost (2nd District)						262,330
Technology (IT Maintenance)						57,000
South Bay I-Train Certification						37,500
Auditor Controller Monitoring						220,000
Business Outreach						20,000
CSS MIS						77,000
CSS Administration						1,057,900
SUB-TOTAL						1,469,400
GRAND TOTAL						10,579,000

* City of Paramoutn is not a Regional Workforce Group



COUNTY OF LOS ANGELES

WORKFORCE INVESTMENT ACT SUBGRANT AGREEMENT

*By and Between the County of Los Angeles,
and _____*

FISCAL YEAR 2006-07

**WORKFORCE INVESTMENT ACT
SUBGRANT AGREEMENT FY 06-07**

Subgrant No.: _____
Modification No.: _____

SUBGRANTOR: County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020

SUBGRANTEE: _____

This Subgrant Agreement is entered into by and between the County of Los Angeles through its Department of Community and Senior Services, hereinafter the Subgrantor, and the _____ hereinafter the Subgrantee (or "Contractor" for purposes of Exhibit B). The Subgrantee agrees to operate a program in the service area designated in Exhibit H below, in accordance with the provisions of this Subgrant; the RWG Agreement for the above-named RWG, approved by the Board of Supervisors on **June 20, 2006** and entered into between Subgrantor and Subgrantee on **June 14, 2004** ("RWG Agreement"); the Workforce Investment Plan for the Los Angeles County Workforce Investment Area ("WIP"), which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California, pursuant to the Workforce Investment Act (WIA); and the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement. This Subgrant consists of this 2-page document and the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit A, pages ___ through ___
Standard Terms and Conditions	Exhibit B, pages ___ through ___
Mandated Program Requirements/Narrative	Exhibit C, pages ___ through ___
Budget	Exhibit D, pages ___ through ___
WIA Performance Requirements	Exhibit E, pages ___ through ___
Required Documents	Exhibit F, pages ___ through ___
Rapid Response Required Forms and Related Directives	Exhibit G, pages ___ through ___
Service Area Description	Exhibit H, pages ___ through ___

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL."

PRIOR AMOUNT: _____
INCREASE/DECREASE: _____
TOTAL: _____

TERM OF AGREEMENT: Except as expressly provided on the attached Exhibits, the term of this Subgrant shall be from **July 1, 2006** to **June 30, 2007**.

INSURANCE REQUIREMENTS: In accordance with § 903 (Insurance Coverage Requirement) of the Standard Terms and Conditions (Exhibit B), the Subgrantee shall provide the mandated programs of

insurance at the following limits:

<i>General Liability:</i>	Combined single limit of not less than \$1 million per occurrence; and \$2 million general aggregate.
<i>Automobile Liability:</i>	Not less than \$1 million for each accident;
<i>Workers' Compensation:</i>	State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.
<i>Crime Coverage:</i>	Not less than \$50,000 per occurrence;
<i>Professional Liability:</i>	Not less than \$1million per occurrence and \$3 million aggregate.

PURPOSE: To initiate the RWG's WIA Title I Subgrant for Fiscal Year 2006-2007.

AUTHORIZED SIGNATURES: Person(s) authorized to sign Subgrantee's Reimbursement Requests:

(Authorized Signature)

(Authorized Signature)

(Typed Name)

(Typed Name)

(Title)

(Title)

APPROVED FOR SUBGRANTOR

APPROVED FOR SUBGRANTEE

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks
Director, Community and Senior Services

By _____

Name and Title

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

WIA SUBGRANT AGREEMENT FUNDING DETAIL SHEET

Subgrantee: _____

Exhibit A

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

ALLOCATION:

[illegible]

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modification purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.



**LOS ANGELES COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT PROGRAMS**

EXHIBIT B

**FISCAL YEAR 2006-07
STANDARD TERMS AND CONDITIONS**

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STANDARD TERMS AND CONDITIONS WORKFORCE INVESTMENT ACT PROGRAMS

§ 100. DEFINITIONS

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Workforce Investment Act, as amended, or implementing laws and regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

§102. "Contractor" shall mean the agency receiving funds through this Contract.

§103. "County" shall mean the County of Los Angeles.

§104. The Director of the Community and Senior Services shall be referred to as the "County Project Director."

§105. "County Program Manager" shall refer to the County's Contract Management Division Manager who shall be responsible for administering the Contract on behalf of the County.

§106. "Department" or "Community and Senior Services" shall mean the County of Los Angeles Department of Community and Senior Services (CSS).

§107. "Program" shall mean the State or federal grant program(s) under which the Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract.

§108 The State of California, Employment Development Department will be referred to as "EDD," or "State."

§109. The Workforce Investment Act of 1998 as defined under Public Law 105-220 shall be referred to as "WIA".

§110. "Subgrant Agreement" shall have the same meaning and be interchangeable with the term "contract" and shall refer to the subgrant agreement entered into between the County and the Contractor.

§ 200. ASSURANCES/CERTIFICATIONS

The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority

- (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.
- (b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

§ 202. Compliance with Laws

- (a) The Contractor certifies and agrees that it shall fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.
- (b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
 - (1) California Welfare & Institutions Code (WIC);
 - (2) Social Security Act;
 - (3) State Energy and Efficiency Plan
(Title 24, California Administrative Code);
 - (4) Clean Air Act (Section 306, 42 USC 1857 (h));
 - (5) Clean Water Act (Section 508, 33 USC 1368);

- (6) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);
- (7) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
- (8) California Welfare and Institutions (WIC) Code, Division 8.5, Chapters 1 – 12, Section 9000 et seq.;
- (9) California Code of Regulations (CCR), Title 22, Division 1.8, Section 7000 et seq.;
- (10) United States (US) Code, Title 42, Chapter 35, Sections 3001 et seq.;
- (11) Code of Federal Regulations (CFR), Title 45, Part 1321, Section 1321 et seq.;
- (12) CFR, Title 20, Part 641

§ 203. Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with the Contractor's EEO Certification.

§ 204. Nondiscrimination and Affirmative Action

- (a) The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to, or because of race, color, religion, national origin, ancestry, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- (b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification.
- (c) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, ancestry, national origin, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

- (d) The Contractor certifies and agrees that it shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- (e) The Contractor certifies and agrees that it, its affiliate(s), subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- (f) The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this **§ 204** when so requested by the County.
- (g) If the County finds that any provisions of this **§ 204** have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- (h) The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

§ 205. Wage and Hour Laws

The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor

Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

§ 206. Safety and Working Conditions

Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 207. Employment Eligibility Verification

- (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.
- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 208. Drug Free Workplace Compliance

The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with § 98.600).

§ 209. Selective Service Compliance

The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

§ 210. Contractor's Warranty of Adherence to County's Child Support Compliance Program

- (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

§ 211. Health Insurance Portability and Accountability Act of 1996

Under this Contract, Contractor provides services to County and Contractor receives, has access to, or creates Protected Health Information in order to provide those Services. County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require County to enter into a contract with Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Contractor if such a contract is not in place.

Therefore, the parties agree as follows:

(a) DEFINITIONS

- (1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations or to other than its employees.

- (2) “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- (3) “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- (4) “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (5) “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County. “Protected Health Information” includes Electronic Health Information.
- (6) “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law.

Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- (7) “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Contractor to constitute an actual threat to the Information System.
- (8) “Services” has the same meaning as in the body of this Contract.
- (9) “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor’s internal operations.
- (10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

(b) OBLIGATIONS OF CONTRACTOR

- (1) Permitted Uses and Disclosures of Protected Health Information Contractor:
 - (a) shall Use and Disclose Protected Health Information as necessary to perform the services, and as provided in § **211** b(3), b(4), b(5), b(6), b(7), b(8),d(3), and e(2) of this Contract;
 - (b) shall Disclose Protected Health Information to County upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law. Contractor shall not Use or Disclose Protected Health Information for any other purpose.
- (2) Adequate Safeguards for Protected Health Information Contractor:
 - (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
 - (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.
- (3) Reporting Non-Permitted Use or Disclosure and Security Incidents

Contractor shall report to County each Non-Permitted Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract, and effective as of April 20, 2005, shall report to County each Security Incident of which Contractor becomes aware. The initial report shall be made by telephone call to the County's HIPAA Privacy Officer within forty-eight (48) hours from the time the Contractor becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- (4) Mitigation of Harmful Effect Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Paragraph.
- (5) Availability of Internal Practices, Books and Records to Government Agencies Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy and Security Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.
- (6) Access to Protected Health Information Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.
- (7) Amendment of Protected Health Information Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- (8) Accounting of Disclosures Contractor agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to County upon County's request, in order to allow County to respond to an Individual's request for accounting of disclosures. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both.

Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Contractor maintains the Protected Health Information. Any accounting provided by Contractor under **§ 211 b(8)** shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under **§ 211 b(8)**, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with **§ 211 b(8)** to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(c) OBLIGATION OF COUNTY

- (1) Obligation of County County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

(d) TERM AND TERMINATION

- (1) Term The term of this Paragraph shall be the same as the term of this Contract. Contractor's obligations under **§ 211 b(1)**, (as modified by **§ 211 d(2)**), **b(3)**, **b(4)**, **b(5)**, **b(6)**, **b(7)**, **b(8)**, **d(3)**, and **e(2)** shall survive the termination or expiration of this Contract.
- (2) Termination for Cause In addition to and notwithstanding the termination provisions set forth in this Contract, upon County's knowledge of a material breach by Contractor, County shall either:
 - (a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Contract if Contractor does not cure the breach or end the violation within the time specified by County; or

- (b) Immediately terminate this Contract if Contractor has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination nor cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.
- (3) Disposition of Protected Health Information Upon Termination or Expiration
 - (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
 - (b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Contractor maintains such Protected Health Information.

(e) MISCELLANEOUS

- (1) No Third Party Beneficiaries Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- (2) Use of Subcontractors and Agents Contractor shall require each of its agents and subcontractors that receive Protected Health Information from Contractor, or create Protected Health Information for Contractor, on behalf of County, to execute a written Contract obligating the agent or subcontractor to comply with all the terms of this Contract.
- (3) Relationship to Contract Provisions In the event that a provision of this Paragraph is contrary to any other provision of this Contract, the provision of this Paragraph shall control.

Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Contract.

- (4) Regulatory References A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- (5) Interpretation Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits County to comply with the Privacy and Security Regulations.
- (6) Amendment The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for County to comply with the requirements of the Privacy and Security Regulations.

§ 212. Conflict of Interest Contract

- (1) No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- (2) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

§ 213. Termination for Non-Adherence to County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code § 2.160.010, retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

§ 214. Consideration of Hiring County Employees Targeted for Layoff/or Re – Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

§ 215. Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

§ 216. Contractor Responsibility and Debarment

- (a) **Responsible Contractor** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- (b) **Chapter 2.202 of the County Code** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contracts, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.
- (c) **Non-responsible Contractor** The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or

business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(d) **Contractor Hearing Board**

- (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- (4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for a review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that it is the best interests of the County.
- (5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed

reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- (6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- (e) **Subcontractors of Contractor** These terms shall also apply to Subcontractors of County Contractors.

§ 217. Nepotism

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 218. Administrative and Personnel Procedures

Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

- (a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.
- (b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 219. Other Contracts

- (a) A copy of any Contracts between the Contractor and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify

the County of any default, termination, or finding of withheld payments under these Contracts.

- (b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 220. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

§ 221. Activities Prohibited The Contractor certifies that:

- (a) No currently employed worker shall be displaced by any participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).
- (b) No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Program.

§ 222. INTENTIONALLY OMITTED

§ 223. Limitation on Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 224. Contractor's Acknowledgement of Recycled-Content Paper Use

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

§ 225. Sectarian Activities

Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed,

church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

§ 226. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 227. Compliance with Tax Regulations

Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

§ 228. General Grievance Procedures

- (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the County.
- (c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.
- (d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (e) Copies of all written complaint responses shall be sent to the County within five (5) business days of mailing to the complainant.

§ 229. Compliance with Jury Service Program

- (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as **Exhibit F** and incorporated by reference into and made a part of this Contract.
- (b) Written Employee Jury Service Policy.
 - (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.
 - (2) For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
 - (3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- (4) Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such a material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Contracts for a period of time consistent with the seriousness of the breach.

§ 230. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used upon request.

§ 231. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit F** of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

§ 232. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, **Exhibit E**, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

§ 300. INDEPENDENT CONTRACTOR

§ 301. Independent Contractor

The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations

As an independent contractor, Contractor has no power or authority to bind the County to any obligations Contracts.

§ 400. CONTRACT ADMINISTRATION

The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 401. Conditions Precedent to Execution of Contract

- (a) Prior to the execution of this Contract, the Contractor shall submit to the County for approval in writing, insurance certificates and policies as set forth in **§§ 902 and 903** herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.
- (b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:
 - (1) Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
 - (2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
 - (3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.
 - (4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

- (5) Contractor's Internal Revenue Service taxpayer identification number.
- (6) Contractor's EEO certification in accordance with §§ 203 and 204 herein.
- (7) A Child Support Compliance Program certification, in accordance with § 210 herein.
- (8) A certification of no conflict of interest, in accordance with § 212 herein.
- (9) A certification regarding lobbying, in accordance with § 213 herein.
- (10) An attestation of willingness to consider GAIN/GROW participants, in accordance with § 215 herein.
- (11) A certification regarding debarment, in accordance with § 216 herein.
- (12) Certification regarding County Jury Service Program, in accordance with § 229 herein.
- (13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201.
- (14) A Cost Allocation Plan as set forth in § 803 herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 500. PROVISION OF SERVICES

§ 501. Services

The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as **Exhibit C** and incorporated herein by this reference, at a level of performance as determined by the County.

§ 502. Non-Authorized Participants

The Contractor agrees that all payments to Contractor by the County for services, which are related to clients who do not qualify under the eligibility requirements of the WIA program, shall be disallowed.

§ 600. COMPENSATION AND METHOD OF PAYMENT

§ 601. Method Of Compensation

Payments shall be made only after receipt, review, and approval of invoices by the County Program Manager, or designee.

Invoices and any necessary supporting documentation as required by the County Program Manager or designee shall be submitted to Community and Senior Services as set forth in Section 803. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 602. Request for Advance Payment:

To the extent approved by the Board of Supervisors and permitted by relevant State and federal law, regulations and guidelines, cash advances, not to exceed 20% of the Contractor's annual allocation under this Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

(a) Contracts with cost reimbursement provisions may be provided with estimated cash needs on a monthly basis, during the contract period.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 603. Return of Advanced Funds:

Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 604. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 605. Discrepancies in Payments

If any audit conducted pursuant to Section 801 by a certified public accountant, the State, County and/or federal government finds that:

- (a) The Contractor's actual eligible costs incurred in providing services under this Contract are lower than the payments made to Contractor by County pursuant to this Contract, and/or finds costs which are not reimbursable in accordance with the applicable Federal and State regulations and directives relating thereto, then the Contractor shall repay the County the difference and/or the non-reimbursement costs by cash payment.
- (b) The Contractor's actual eligible costs incurred in providing services under this Contract are higher than the payments made to Contractor by County pursuant to this Contract, then the County shall pay the difference to Contractor provided that the total payments to Contractor shall not exceed the total Contract amount/subgrant allocation set forth in the subgrant to which these terms and conditions are attached.

§ 606. State/County Funding

Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Contract is subject to the terms and conditions contained in this year's Contract between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned Contract between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Contract.

§ 700. FISCAL ACCOUNTABILITY

§ 701. Fiscal Policies/Procedures

Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and Contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Accounting

The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

§ 703. Commingling of Funds

Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 704. Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 705. Withholding of Payment

If the Contractor fails to return unexpended funds or funds spent for disallowed costs related to any CSS Contract it has with the County, County may withhold payment(s) to be made to Contractor under this Contract.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights

The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this Section.

- (a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:

- (1) Contractor shall, if applicable, obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.
 - (2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.
 - (3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation. The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.
- (c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.
 - (d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of Contract upon which the County may cancel, terminate, or suspend this Contract.

§ 802. Records

- (a) The Contractor shall make any and all Program related records, reports, participant files, financial records and reports prepared in accordance with the requirements of this Contract, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years after the final closeout of the subgrant between the County and State, unless otherwise instructed in writing by an authorized County or State representative. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within sixty (60) working days of such action.

- (b) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.
- (c) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:
 - (1) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or
 - (2) Deliver all the documentation to a location designated by the County.
- (d) The Contractor agrees to maintain an official Contract file, which contains at least the signed Contract and any modification and/or amendments to the Contract.
- (e) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting

The Contractor shall submit the following reports for the Program to the County:

- (a) Fiscal Reporting:
 - (1) Monthly Fiscal Reporting Forms are due by the tenth (10th) working day of the month, following the month covered in the report.
 - (2) Expenditure Closeout Report: A final expenditure closeout report to be submitted on the designated dates and in the form and manner designated by the County Project Director.

The monthly invoices and closeout reports identified in this **§ 803** shall be sent to:

County of Los Angeles
Department of Community and Senior Services
3175 West Sixth Street, Box 8
Los Angeles, California 90020-1798

Attention: Program Accounting

- (b) Contractor Monthly and Quarterly Reports as required pursuant to WIA Directive/Policy.
- (c) Program Income. All revenues which have been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for the WIA program, including submission of the following:
 - (1) A Program Income Statement Report is generated by the Contractor on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure close-out report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
 - (2) A Plan for Disposition of Program Income which must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is due.
 - (3) Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
 - (3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a Final Report on Disposition to the County.
 - (4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.
- (d) Cost Allocation Plan for Cost Reimbursement Activities
A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will

substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's designated Contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in Contract termination.

(e) Property/Capital Expenditures

All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the County Project Director and State and may be depreciated and tagged and tracked as property of the Los Angeles County Workforce Investment Act Programs.

(f) Nonexpendable Property

The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

(1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

(g) Capital Improvements

Contractor shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the County Program Director or designee.

(h) Contractor to Notify County when it has received 75% of the Total Contract Amount. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the

Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/ Authorized Signatures.

- (i) Contractor to Notify County When it is within 6 Months from Expiration. The Contractor shall notify CSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CSS at the address herein provided under Section 7 Notices/Authorized Signatures.
- (j) Direct Data Entry Reporting: To the extent direct data entry and reporting is required by the Program, the Contractor shall be responsible for the input, on a daily basis, its own computerized direct data entry of any participant records as required by the WIA funding source at no expense to the County. Contractor shall be responsible for obtaining the use of any equipment and software required for the input of WIA participant records into the State Job Training Automation System (JTA). Contractor shall retain the original participant forms in the participant's file for audit purposes.

§ 804. Public Records/Confidentiality

- (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- (b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.
- (c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized

in this Contract. The Contractor shall instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). The Contractor shall store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 805. Public Statements

The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles from funds made available under the Workforce Investment Act received by the County." All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

§ 806. Joint Funding and Revenue Disclosure Requirement

By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor, which are funded by other sources. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of Contract upon which the County may cancel, terminate, or suspend this Contract.

§ 900. INDEMNIFICATION AND INSURANCE

§ 901. Indemnification

The Contract shall indemnify, defend and hold harmless the County, its Special District, elected officials and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or related to this Contract.

§ 902. General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance of self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

- (a) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Jackie Sakane, Program Manager
Contract Compliance Unit
Community and Senior Services
3175 West 6th Street, Room 403
Los Angeles, California 90020

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsements to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or, both, related to investigations, claims administrations, and legal

defense. Such bond shall be executed by a corporate surety licensed to transact business in California.

- (b) Insurers Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- (c) Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- (d) Notification of Incident, Claims or Suits: Contractor shall report to the County:
 - Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
 - Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Manager.
 - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.
- (e) Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- (f) Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
 - The Contractor providing evidence of insurance covering the activities of the subcontractors, or

- The Contractor providing evidence submitted by the subcontractors evidencing that the subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

§ 903. Insurance Coverage Requirements

- (a) General Liability: A program, including but not limited to comprehensive General Liability and Independent Contractor coverage, and comprehensive general liability with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate	\$1 Million
Personal and Advertising Injury	\$1 Million
Each Occurrence	\$1 Million

Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's Program address and the signature/date of the insurance representative.

- (b) Automotive Liability: A program of insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- (c) Workers' Compensation and Employers' Liability: A program of workers' compensation insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible, including all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – policy limit:	\$1 Million
Disease – each employee:	\$1 Million

- (d) Crime Coverage: A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other

property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

- (e) Professional Liability (if applicable): Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.
- (e) Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or -leased property.

§ 904. Self-Insurance and Self-Insured Retentions

Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.
- (b) Contractor to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

- (c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition, which would have a significant negative effect on the protection that the self-insurance program provides the County.
- (d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. **FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.**

§ 905. Public Entities.

- (a) To the extent both parties to this Contract are public entities, the following provision shall be substituted for **§ 901**, **§ 902** and **§ 903** herein:

In contemplation of Section 895.2 of the Government Code of the State of California, which imposes certain tort liability jointly and severally upon public entities which are parties to a Contract, the parties hereto, in accordance with Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of Government Code Section 895.2. California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Contract.

§ 906. Notification of Incidents, Claims or Suits

- (a) Contractor shall report to County any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- (b) Contractor shall report any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (c) Contractor shall report any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.
- (d) Contractor shall report any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

§ 907. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including the cost of defense and/or payment of any liability incurred and/or the cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 908. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all sub-contractors performing services under this Contract by either:

- (a) Providing evidence of insurance covering the activities of sub-contractors, or
- (b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 909. Failure to Procure or Maintain Insurance

Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of **§ 903**, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1000. NONCOMPLIANCE SANCTIONS/PENALTIES

The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program, its supporting legislation, and all applicable directives/bulletins issued by or on behalf of the County, State or federal government. Failure to comply with such requirements shall constitute a material breach of Contract upon which the County may cancel, terminate or suspend this Contract. Sanctions may also include, but are not limited, to the following: fiscal probation, withholding of payment, reobligation/deobligation of Contract funds, or suspension/termination of this Contract. The determination as to what sanctions will be applied is at the sole discretion of the County and will be determined by the circumstance(s) of noncompliance.

§ 1001. Contractor's Performance/Reallocation of Funds

Contractors are expected to perform at optimum capacity in meeting contractual obligations. The performance of Contractor will be evaluated quarterly and funds will be reallocated in accordance with Program policies. If Contractor fails to meet the Contract goal regarding clients and services identified in the Statement of Work (**Exhibit C**) the County, at its sole discretion, may reduce the Contractor's current year funding based on the percentage of the goal achieved and may reduce the annual grant for the following fiscal year to accurately reflect the Contractor's level of performance.

§ 1100. TERMINATION/SUSPENSION/PROBATION

§ 1101. Termination for Default

- (a) The County may, by written notice to the Contractor, terminate the whole or any part of this Contract if, in the judgment of County's Project Director:
 - (1) The Contractor has materially breached this Contract;
 - (2) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;
 - (3) The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required under this Contract; or
 - (4) The Contractor fails to make progress so as to endanger its performance under this Contract.
- (b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.
- (c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole direction, may procure replacement services and the Contractor shall be liable for all

excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

- (d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under **§ 1102** (Termination for Convenience).

§ 1102. Termination for Convenience

- (a) This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than (10) days after the notice is sent.
- (b) After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - (1) Stop work under this Contract on the date and to the extent specified in such notice, and
 - (2) Complete performance of such part of the work as shall not have been terminated by such notice.
- (c) All materials including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with the Record Retention and Inspection/Audit Settlement provisions herein.
- (d) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds

The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient

funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§1102** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Program Termination or Modification

In the event the Program(s) is/are terminated for any reason, the County may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services are changed, the County may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to the Contractor.

§ 1105. Termination for Insolvency

- (a) The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - (1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - (2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - (3) The appointment of a Receiver or Trustee for the Contractor; or
 - (4) The execution by the Contractor of a general assignment for the benefit of creditors.
- (b) The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

§ 1106. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in **§ 210** Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of notice shall be grounds upon which the County may terminate this Contract pursuant to Section 1101-

Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

§ 1107. Termination for Improper Consideration

- (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- (b) The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1108. Suspension of Contract

The County may, by giving notice, suspend all or part of the program operations for Contractor's failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing.

Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1109. Probation

- (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.
- (b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of

probationary status. The Contractor's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate Contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1110. INTENTIONALLY OMITTED

§ 1111. Prohibition Against Delegation and Assignment

- (a) The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- (b) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- (c) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments

- (a) This Contract fully expresses the Contract of the parties.

Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

- (b) Budget Modifications. Changes on the total Contract funding as set forth in Section 3 of the Contract may be made by Contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed 25%. Such modifications must be mutually agreed upon by the County Project Director or designee, and Contractor and must be in the best interests of the County.
- (c) Program Modifications. Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, and not more than once in each quarter Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by Contractor and granted by the County.

§ 1202. INTENTIONALLY OMITTED

§ 1203. Subcontracting

- (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the County's prior written consent. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).
- (b) Contractor requests to the County Project Director for approval to enter into a subcontract shall include:
 - (1) A description of the services to be provided by the subcontractor.
 - (2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

- (c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles and shall be subject to all the provisions of such prime Contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

- (d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.
- (e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such subcontract forwarded to the County at or about the time of execution.
- (f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.
- (g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the County Project Director.
- (h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or Contracts.
- (i) The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s).

Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Repayment for Disallowed Costs

The Contractor agrees to be bound by applicable County and/or Program disallowed cost procedures, rules and regulations, and to repay to the County for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, and regulations.

§ 1205. Payment Contingency

Payments by County during the Contract period are conditioned by:

- (a) The availability of Program funds, and
- (b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

§ 1206. Acquisition of Supplies and Equipment

- (a) Equipment. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000 per unit in value as approved in the Budget, **Exhibit D**, and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment \$5,000 or more per unit shall require prior written approval of the County and State. All equipment costing over \$5,000 or having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the Budget by above provisions will apply to leasing as well as to purchasing of equipment. Title to such equipment shall be vested in County/State per program regulations.
- (b) Purchase and invoice deadlines. Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the Contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the County's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written approval by County Project Director or designee.
- (c) During this Contract, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to CSS at the request of the Director of CSS, or authorized representative.

§ 1207. Out-of-Town Travel

Contractor shall not incur any expenditure for travel outside Los Angeles County without prior written approval of the County. Such expenditure must be program related. Expenditures of funds without prior approval will result in withheld payments.

§ 1208. Notices

- (a) The appropriate County representative, as set forth in Section 7 Notices/Authorized Signatures of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.
- (b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- (c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers

- (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.
- (b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.
- (c) Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

§ 1210. Prohibition of Fees

Contractor shall not charge client/participant fees and/or membership fees for any services funded under this Contract.

§ 1211. Validity

The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1212. Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any disputes between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's

Project Director is not able to resolve the dispute, the County Project Director, or designee, shall resolve it.

§ 1213. Entire Contract

- (a) This **Exhibit A-1** to the Contract consisting of **Forty-Seven (47)** pages together with the foregoing Contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral Contracts and all prior communications between the parties relating to the subject matter of this Contract.
- (b) Contractor warrants that it has received a copy of this **Exhibit A-1** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1214. Captions

The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: _____

Exhibit C

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006, through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2006 – 2007 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Adult funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan for the Los Angeles County Workforce Investment Area ("WIP") on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: _____

Exhibit C

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult Dislocated

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006, through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2006 – 2007 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Adult Dislocated Worker funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan for the Los Angeles County Workforce Investment Area ("WIP") on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

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**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: _____

Exhibit C

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006, through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2006 – 2007 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Youth funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan for the Los Angeles County Workforce Investment Area ("WIP") on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE**

Subgrantee: _____

Exhibit C

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006, through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2006 – 2007 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Rapid Response Funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan for the Los Angeles County Workforce Investment Area ("WIP") on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

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RAPID RESPONSE REGIONAL WORK GROUP

Overview

The Workforce Investment Act (WIA) Rapid Response (RR) RR system's role is to support the economy by:

- Assisting workers to quickly return to productive positions in the labor force
- Assisting employers to explore alternatives to layoffs through human resource solutions and through the transition process
- Reducing the economic and social burdens that unemployment presents to employers, workers and the community
- Assessing the potential for averting layoffs by providing timely and pertinent information to anticipate and profit from economic development opportunities
- Identifying/developing prospective strategies to avert and/or mitigate the impact of potential downsizing, restructuring and/or imminent plant closures

The Worker Adjustment and Retaining Notification (WARN) Act mandates companies experiencing a layoff of seventy-five (California WARN) or more employees to notify the State and the local elected official. (Note: Federal regulations define WARN dislocations as 100 employees being affected). The Los Angeles County Board of Supervisors (BOS) is the local elected official for the County of Los Angeles local Workforce Investment Area. As its workforce program administrator, Community and Senior Services (CSS) is the repository for the County's WARNs and is thus notified by the State when a WARN is received. This process serves to prepare local jurisdictions to brace for the impact that closures have on the local economy. CSS staff responds to WARNs, working with employers to ease the transition of its workforce facing eminent dislocation.

The Regional Work Groups (RWGs) shall transition into the provision of direct RR services. This responsibility includes the ability to respond within 24 hours throughout the County of Los Angeles and to accommodate all the work hour shifts, including day, evening and night shifts. The intent is to be responsive to the companies' needs and working around their employees' work schedules, rather than having them adapt to WSC/RWGs' work schedules. The process and the response time of the affected companies often dictate this short notice, particularly when mass layoffs, permanent business closures, or natural and other disasters are involved. CSS should be advised of any potential dislocation that comes to the notice of the RWGs or through other channels. This will cover the instance where a company may have a non-WARN dislocation (under 75 employees within a sixty day period), or the company has failed to file a WARN or has sent a notification to another chief elected official, in lieu of the BOS.

RR orientations involve coordinating with EDD and Department of Labor (DOL) to

inform impacted workers of unemployment insurance benefits, job services, Trade Adjustment Act (TAA), and COBRA, as well as sharing information about resources and services available through the WorkSource/One-Stop system to meet employee needs. Such needs include providing alternative job opportunities, providing skills enhancement training or assessments to identify transferable skills, and financial counseling/planning.

A. Rapid Response Activities:

- 1) Assessment – Conduct on-site visits/planning meetings with the employer. Representatives of the affected workers and the local community may be present. The assessment may include: employer's layoff plans and scheduled layoff dates; an analysis of the potential of averting the layoff; development of reemployment prospects for workers in the local community; and, linking of affected workers with all available resources to meet their short and long-term assistance needs.
- 2) Establishment of Labor Management Committees - The committee is voluntarily agreed to by the management and labor sectors. It serves to devise a plan and an implementation strategy that addresses the reemployment needs of the affected workers. The RWG will provide guidance and/or financial assistance as necessary to the committee and to employer/employees throughout the dislocation process. Facilitating the establishment of the committee does not imply performing the work involved, such as negotiation between the parties.
- 3) Providing Information about WorkSource Centers Services – Coordinate with the WorkSource/One-Stop system to disseminate information to impacted workers on services available to assist them with developing a successful resume, enhancing interviewing techniques and job searches skills, accessing the hidden job market, gaining access to Job Clubs, accessing available resources, and maintaining a positive attitude. Disseminating information as an RR function does not imply the provision of services as a WorkSource or One-Stop Center.
- 4) Providing Orientations on Industry Specific Training Opportunities – Provide orientations (on-site, group activities) to impacted workers to assess transferable skills. Coordinate access to various training opportunities and training programs that will help successfully transition the impacted worker to other in demand jobs and industries that are on the rise. Explore customized training opportunities through the WorkSource Center/RWG workforce development system and other available resources through the State and/or other funding organizations that can be leveraged to benefit the impacted organization.
- 5) In the case where lay off aversions strategies are needed, and there is sufficient time to implement them, then a planning meeting with the business and relevant agencies will be coordinated to create an intervention strategy to avoid business

closure/layoffs. This plan will include (at minimum) intervention efforts to be used, timelines and responsible parties. Examples of relevant agencies include economic development corporations, Small Business Development Centers and other civic, auxiliary and financial planning entities. Follow-up with the business to ensure that the plan is being implemented. The RWG is required to report results in the summary report to CSS for reporting to the state.

B. General Requirements

- 1) Respond to need for RR services within 24 hours of being notified by the County.
- 2) RR services begin with a planning meeting between RR providers (CSS and RWG), employer or management representative, and union representatives (if applicable). Provide employer with appropriate referrals and assistance, i.e. layoff aversion, EDD, Trade Adjustment Assistance (TAA) and referrals to other workforce partners, and community and government services, such as Small Business Development Centers and Los Angeles Economic Development Corporation.
- 3) Provide businesses and RR participants with appropriate and relevant materials to accompany the activities and services being provided which are in keeping with and approved by the WIB as per the Marketing Directive. Continuity within the RR system is important. RWGs will be provided with excess marketing materials that they can use until the County's supply is exhausted. Thereafter, RWGs will be obliged to replenish these materials.
- 4) Describe WorkSource Center services, which include:
 - a) Hiring - Employment listings, job banks, pre-screened qualified candidates
 - b) Training - Customized training sessions for new or incumbent employees
 - c) Tools - Free, full-service technical center, including computer, Internet, fax, copier and telephone access
 - d) Workshops or seminars on critical employment themes, resume writing, job search strategies and interviewing techniques
 - e) Counseling - Personalized career counseling and planning.
- 5) Distribute the RR survey to participants, assist participants in selecting their choice of WorkSource or One-Stop Center and return completed surveys to CSS.
- 6) Distribute the evaluation forms to RR participants after conducting an orientation and return the completed evaluations to CSS. Copies of their dated, sign-in sheets with employee signatures, with employer identified on each sign-in sheet.

- 7) Provide a brief summary report of activities undertaken, containing a list of services rendered and information on referrals made and the contact persons of the business and WorkSource Center, etc. If an intervention strategy or lay off aversion plan was undertaken, provide a description.
- 8) Remain current and comply with all Federal WIA regulations and State directives as well as Community and Senior Services (CSS) directives.

C. Invoice Process:

In keeping with state regulations, it is important that expenditures be tracked carefully and that supporting documents accompany each invoice to avoid disallowed costs. The following documents are required with each invoice:

- 1) Timesheets of staff performing RR services
- 2) List of activities performed
- 3) Employer profiles (one for each employer)
- 4) RWG 121 forms (one for each planning meeting, orientation or workshop)
- 5) Orientation sign-in sheets (employee signatures)
- 6) RR Surveys (referral if employees to WSCs)
- 7) RR Evaluation (customer satisfaction forms to be completed at the end of the orientation by the impacted worker or by the business after the business service)
- 8) Intervention Strategy Plan (when applicable)
- 9) E-mails, correspondence, phone logs, etc

D. Performance Expectation:

Funding priority requires the RWG to serve all companies officially filing “WARN” notices. Consequently RWGs are encouraged to plan accordingly for the entire PY based on the allocation provided and projected companies filing WARN and Non-WARNs in previous years. Activities must take into account:

- 1) 100% of WARN RR participants must be served.
- 2) WARN takes priority over non-WARN.
- 3) RWGs are free to coordinate with each other. Since the state does not allow for two jurisdictions to take credit for the same WARN, the RWG that CSS designates to serve the company will be identified as the primary service provider for purposes of reporting activities to the State.
- 4) Given the State and Chief Elected Official/Board of Supervisors’ requirement for timely responses and provision of effective services to companies seeking RR services, RWGs must have staff available during a 24-hour period to respond to the notice of a company requiring services.

- 5) Failure to serve a WARN employer will result in a warning. A second failure will result in suspension and a recommendation to the BOS to reallocate funding. This is critical in order to assure that companies are served.
- 6) Small Business Assistance (layoff aversion) when applicable.

E. Worker Adjustment Retraining Notification (WARN) Process:

CSS:

- 1) CSS receives a WARN (or a non-WARN) from the BOS, the State or directly from the company, from the RWG, or a referral from another source.
- 2) CSS will verify that the company lies within the RWG area of service.
- 3) CSS will contact the appropriate RWG via email once the company has been notified and a planning meeting has been set,
- 4) CSS will contact the EDD, and, if necessary, DOL, to attend the planning meeting.
- 5) In consort with RWGs, CSS will arrange the orientation dates and times with the employer. Although consideration will be given to work around Company, RWG, CSS schedules, the Company's needs will prevail at time of conflicts.
- 6) CSS will complete the Employer Profile and make it available to the RWG prior to the planning meeting.
- 7) CSS will fill out that information gleaned from the initial contact with the company on the RWG 121, assign a WARN number identifying the company through the period that they receive services, and forward the partially filled out RWG 121 form to the RWG for final completion.
- 8) If the company lies outside of RWG service area, CSS will contact
 - a) The first RWG on an alphabetical list, and
 - b) The appropriate WIB (Carson Lomita Torrance WIN, City of Los Angeles, Long Beach WIB, SELACO, South Bay WIB or Verdugo WIB) via e-mail or fax, following up by telephone, if necessary
- 9) When the next company outside of the RWG service area is received, the second RWG on the alphabetical list will be contacted, and so on.
- 10) CSS will alert the State that the WARN has been forwarded to the appropriate RWG and WIB and send the 121 form to the State.

RWGs:

- 11) RWGs must respond when alerted about a company requiring RR services.
- 12) RWGs will accompany CSS to all planning meetings.
- 13) If the RWG becomes aware of a non-WARN, the RWG shall advise CSS immediately upon learning of a non-WARN and the same procedures will be followed.
- 14) The RWG will e-mail the completed RWG 121 form to CSS upon completion of the orientation.
- 15) Through the on-site orientation, the RWG offers access to unemployment compensation benefits, information on the Trade Adjustment Assistance (TAA)

program and comprehensive WorkSource/One-Stop system services, i.e. employment and training activities and business services.

F. Allowable vs. Required RR Activities:

On October 14, 2004, the State issued a directive (WIAD04-9 Dislocated Worker 25% Funding Policy) which placed an emphasis on the leveraging of local resources, specifically with local WorkSource/“One-Stop” Centers and linking these services with regional RR activities. The directive also clearly delineated required and allowable activities to be conducted under the program, and defined activities that are prohibited (many of which previously were allowed). This directive provides the RWGs specific information that delineates the state’s position on what they consider required and allowable activities according to the Federal regulations. These activities include the following:

<i>REQUIRED ACTIVITIES</i>	<i>ALLOWABLE ACTIVITIES</i>
Immediate and on-site contact with the employer, representatives of the affected workers and the local community	Develop strategies for aversion of layoffs, for addressing dislocation events and develop and maintain mechanisms for exchange of information regarding dislocation events and RR strategies
Assess layoff plans and employers’ schedule, potential for averting layoffs, needs of workers, reemployment prospects, and available resources to meet needs of affected workers	In collaboration with appropriate State agencies, collect and analyze information related to economic dislocations, including potential closings/layoffs and available resources for dislocated workers to provide effective program management, review and evaluation of RR and layoff aversion efforts in the State
Provision of information and access to unemployment benefits, One-Stop system services, and employment & training activities and information on the TAA & NAFTA programs	Participate in capacity building activities, including providing information about innovative and successful strategies for serving dislocated workers with other local areas
Provision of guidance and/or technical assistance in establishing labor-management committees	Assist in devising and overseeing strategies for layoff aversion, incumbent worker trainings, and linkages with economic development activities at the federal, State and local levels

Provision of emergency assistance adapted to particular closing, layoff or disaster	Attending Regional Roundtable meetings and related conferences
Provision of assistance to the local board and chief elected officials to develop a coordinated response to a dislocation event, including an NEG and access to State economic development assistance	Collaborating with EDD/LMID to research business activity
Providing access to CalJOBS and SkillsMatch on-site, using companies facility	Reaching out to businesses
Enabling affected workers to register, on-site, with local One-Stop centers	

Prohibited activities under RR program include:

- Conducting layoff aversion strategies for employer
- Conducting job search assistance and business services workshops
- Conducting interview technique workshops
- Conducting resume writing workshops
- Training affected workers to upgrade skills for another position in the company
- Completing Unemployment Insurance applications
- Not having job fair or information expo at the dislocation event

WIA SUBGRANT AGREEMENT BUDGET

Subgrantee: _____

Exhibit D

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: _____

Exhibit D

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult Dislocated

BUDGET INFORMATION:

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**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: _____

Exhibit D

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Youth

BUDGET INFORMATION:

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**WIA SUBGRANT AGREEMENT
BUDGET**

Subgrantee: _____

Exhibit D

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title Rapid Response

BUDGET INFORMATION:

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: _____

Exhibit E

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006 through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

WIA Adult

Performance Measure	Standards
Entered Employment Rate	73.7%
Employment Retention Rate	80.7%
Earnings Change Rate	\$3,400
Employment and Credential Attainment Rate	55%

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WIA SUBGRANT AGREEMENT WIA PERFORMANCE REQUIREMENTS

Subgrantee: _____

Exhibit E

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult Dislocated

TERM OF THESE FUNDS:

Use of these is limited to the period July 1, 2006 through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

WIA Dislocated Worker

Performance Measure	Standard
Entered Employment Rate	78.5%
Employment Retention Rate	87.9%
Earnings Replacement Rate	88%
Employment and Credential Attainment Rate	58%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT

WIA PERFORMANCE REQUIREMENTS

Subgrantee: _____

Exhibit E

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

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WIA PERFORMANCE REQUIREMENTS:

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

YOUNGER YOUTH (AGES 14 to 18)	Standards/Goals
Skill Attainment: Attainment of basic skills or, as appropriate, work readiness or occupational goals.	77.8%
Attainment of High School Diploma/GED: Attainment of secondary school diplomas or their recognized equivalent.	55%
Younger Youth Retention: Placement and retention in post-secondary education or advanced training, or placement and retention in military services, employment, or qualified apprenticeship.	53.9%
Customer Satisfaction	75%
OLDER YOUTH (AGES 19-21)	Standards/Goals
Job Placement: Entry into unsubsidized employment.	64.3%
Older Youth Retention: Retention in unsubsidized employment 3 quarters after entry into employment.	76.9%
Earnings Change: Earnings received in unsubsidized employment 3 quarters after entry into employment.	\$3800
Attainment of Credentials: Attainment of recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills, by participants who enter unsubsidized employment or who enter post-secondary education, or advanced training.	30%
Customer Satisfaction	75%

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

**WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS**

Subgrantee: _____

Exhibit E

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of these is limited to the period July 1, 2006 through June 30, 2007, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS:

I. RAPID RESPONSE <u>REQUIRED</u> ACTIVITIES					
	7/1/06 - 9/30/06	10/1/06 - 12/31/06	1/1/07- 3/31/07	4/1/07- 6/30/07	TOTAL
A. Total planning meetings conducted (assess potential for layoff aversion)					
B. Total number of Rapid Response orientations conducted					
B.1. Number of orientations for military (Employer Support for the Guard and Reserve (ESGR) (subset of B))					
Participant satisfaction of 95% or above (%) (of A and B)					
C. Number of Labor Management Committees coordinated					
D. Number of National Emergency Grants developed					
E. Number of other required activities under WIA regulations					

II. RAPID RESPONSE <u>ALLOWABLE</u> ACTIVITIES					
	7/1/06 - 9/30/06	10/1/06 - 12/31/06	1/1/07- 3/31/07	4/1/07- 6/30/07	TOTAL
A. Total business assistance (layoff aversion assistance, referrals, and follow-up) conducted					
A. 1. Layoff aversion assistance					
A. 2. Referrals to partner agencies					
A. 3. Follow-up activities					
B. Number of other allowable activities under WIA regulations					

WIA SUBGRANT AGREEMENT REQUIRED DOCUMENTS

Subgrantee: _____

Exhibit F

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult, Dislocated and Youth Programs

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006 through June 30, 2007, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA REQUIRED DOCUMENTS

Please submit the following on **agency letterhead only if documents have been changed or updated:**

1. List of Staff Persons Authorized to Sign Contract Documents
2. Current Board of Directors or City Council Roster
3. Articles of Incorporation
4. Business License
5. IRS Taxpayer Identification Number
6. Cost Allocation Plan (**need to provide for FY 2006-2007**)

Please sign and date the provided **Certifications:**

1. Conflict of Interest
2. Lobbying
3. Vendor's EEO Certification
4. Debarment, Suspension and Other Responsibility Matters
5. Jury Service Certification
6. Safety Surrendered Baby Law
7. Child Support Compliance
8. Gain/Grow Certification

Please submit the following **insurance documents and endorsements if items have expired:**
(see Standard Terms and Conditions Section (§ 902 and § 903))

- | | |
|---|------------|
| 1. General Liability Certificate | Exp. |
| 2. Additional Insured Endorsement Page | |
| 3. Automotive Liability Certificate | Exp. |
| 4. Crime Certificate | Exp. |
| 5. Individual Loss Payee Endorsement Page | |
| 6. Workers' Compensation Insurance Certificate | Exp. |
| 7. Professional Liability Certificate (if applicable) | Exp. _____ |
| 8. Property Insurance Certificate (if applicable) | Exp. _____ |
| 9. Verification of Self-Insured (if applicable) | Exp. _____ |

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect. and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
RAPID RESPONSE REQUIRED DOCUMENTS AND RELATED INDEX

Subgrantee: _____

Exhibit G

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

PLEASE SEE ATTACHMENTS 1-8

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

WIA SUBGRANT AGREEMENT RAPID RESPONSE REQUIRED DOCUMENTS AND RELATED DIRECTIVES

Rapid Response Required Documents and Related Directives

Attachment 1	WIA Dislocated Worker Services for Groups Allowable Under Rapid Response (3 pages)
Attachment 2	RWG Rapid Response On-Site Visit Report
Attachment 3	<i>Worker Adjustment and Retraining Notification (WARN) Act Employer Profile</i>
Attachment 4	Rapid Response Orientation Sign In Sheet
Attachment 5	Rapid Response Services Survey (English, Spanish with Grid of WorkSource Centers to be printed on backside)
Attachment 6	Rapid Response Orientation Evaluation (Customer Satisfaction)
Attachment 7	Budget Summary / Performance Matrix
Attachment 8	Rapid Response Performance Measures / Standards and Goals

References:

Refer to the following documents which were previously distributed and/or available on the Internet. *They are not attached to this document.*

CSS Directive DWA-00-040 Instructions on WorkSource California System (14 pages). The instructions were a part of the WorkSource Marketing Toolkit.

WIA Dislocated Worker 25% Funding Policy WIAD04- 9 <http://www.edd.ca.gov/wiarep/wiad04-09.pdf>

WIA Dislocated Worker 25 Percent Funding Policy (Issue Date: 5/5/06 . www.edd.ca.gov/wiarep/wiadd-117.pdf

Be aware that the EDD link to these documents does not work. To view these documents, follow this sequence on the Internet

1. www.edd.ca.gov
2. In left column click on "Workforce Community"
3. Scroll down. In center column, click on "Workforce Development Community"
4. Click on "Directives"
5. Click on "Draft Directives" (after 30 days, click on "Active Directives")

**WIA SUBGRANT AGREEMENT
SERVICE AREA DESCRIPTION**

Subgrantee: _____

Exhibit H

Page ____ of ____

Subgrant No.: _____

Modification No.: _____

FUNDING SOURCE: WIA Title I Adult, Dislocated ,Youth and Rapid Response Programs

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2006 through June 30, 2007, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

SERVICE AREA DESCRIPTION:

ATTACHMENT E

**WIA ADULT AND DISLOCATED WORKER PROGRAM FY 2006-2007
Minority/Participation/Ownership of Firms/Agencies/Entities
Percent Minority/Women Participation**

FIRM /AGENCY/ ENTITY	Ownership	Partnership	Board Members	Staff
Affiliated Computer Services Inc., (ACS) - ELA	N/A	N/A	0%/0%	52%/37%
Antelope Valley Workforce Development Consortium	N/A	N/A	33%/33%	45%/68%
Carson, Lomita, Torrance Workforce Investment Board	N/A	N/A	N/A	N/A
Chicana Service Action Center	N/A	N/A	100%/90%	100%/81%
City of Compton-Compton CareerLink	N/A	N/A	100%/33%	100%/72%
City of Hawthorne-South Bay Workforce Investment Board	N/A	N/A	40%/30%	75%/36%
City of Palmdale dba South Valley WorkSource Center	N/A	N/A	N/A	80%/100%
City of Pasadena-Foothill Workforce Investment Board	N/A	N/A	48%/32%	58%/75%
El Proyecto Del Barrio	N/A	N/A	100%/100%	75%/33%
Goodwill Industries of Southern California/El Monte	N/A	N/A	22%/20%	60%/57%
H.S. Consortium of the East San Gabriel Valley dba LA Works	N/A	N/A	33%/17%	72%/72%
Hub Cities Consortium	N/A	N/A	20%/0%	100%/80%
Jewish Vocational Services	N/A	N/A	100%/83%	100%/100%
Jewish Vocational Services-West LA/Marina del Rey	N/A	N/A	100%/83%	56%/82%
Los Angeles Community College District for L.A. Mission College	N/A	N/A	57%/29%	56%/47%
Los Angeles Urban League-Pomona	N/A	N/A	66%/33%	100%/86%
Los Angeles Urban League-South Central	N/A	N/A	66%/33%	100%/86%
Managed Care Solutions, Inc. API Mini-Center	50% 0%	N/A	N/A	91%/63%
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	46%/0%	53%/74%
Southeast Area Social Services Funding Authority (SASSFA) - Paramount	N/A	N/A	46%/0%	53%/74%
West San Gabriel Valley Consortium dba Career Partners-Rosemead	N/A	N/A	33%/67%	50%/50%